

NICHOLLS STATE UNIVERSITY  
PURCHASING DEPARTMENT  
PO BOX 2052 University Station  
104 Elkins Hall  
Thibodaux, La 70310  
Phone No. (985) 448-4038  
Fax No. (985) 448-4921

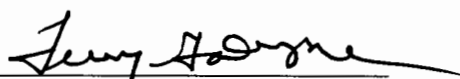
BID NO. **SB01414**

Date: **May 17, 2006**

EO/AA Employer, M/F/H/V

**INVITATION, BID AND ACCEPTANCE**

**INVITATION:** Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on June 07, 2006** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed   
**Terry G. Dupre**  
Interim Director of Purchasing

The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation

**DESCRIPTION**

**McQuay Chiller Service Contract as per the attached specifications .....**

**INSTRUCTIONS: YOUR BID IS TO BE MADE ON THE ATTACHED FORM AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE.** 2. The University cannot accept bids or alterations by wire, phone or facsimile. 3. **ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.** 4. All prices assumed firm unless otherwise stated. 5. Any bid received after bid closing time will be returned unopened. 6. **As a state agency, the University is NOT liable for state sales tax enacted by the State Legislature and in effect at the time of issuance of the order.** 7. Do not include federal excise tax unless requested. 8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening. 9. **FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED.** 10. Additions for packing or other items not quoted will not be allowed.

**BIDDER SHALL FILL IN ALL BLANK SPACES**

Terms will be \_\_\_\_\_ and shipment will be made within \_\_\_\_\_ days of receipt of order.

**BID**

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within \_\_\_\_\_ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until \_\_\_\_\_.)

Bidder \_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA

Date \_\_\_\_\_

Accepted as to items numbered \_\_\_\_\_

Signed \_\_\_\_\_

**Purchasing Office**

P.O. Box 2052  
Thibodaux, LA 70310  
985.448.4038  
Fax: 448.4921

**NICHOLLS**  
**STATE UNIVERSITY**  
A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

May 17, 2006

**PUBLIC NOTICE  
INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on **JUNE 07, 2006, at 3:00 P.M.** for:

**"SB01414 - McQuay Chiller Service Contract"**

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. The specification may also be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>

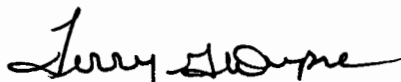
No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2) (D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA



TERRY G. DUPRE  
Interim Director of Purchasing

**TO BE RUN:** May 24, 2006

**TO BE OPENED:** June 07, 2006

**STATE OF LOUISIANA  
NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA**

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University  
Purchasing Department  
P. O. Box 2052  
Thibodaux, LA 70310

Delivery: Nicholls State University  
Purchasing Department  
906 East First Street  
Room 104 Elkins Hall  
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

**INSTRUCTIONS TO BIDDERS**

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) **Special Envelope:** To assure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky material, the special bid envelope should be firmly affixed to the mailing envelope.
- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) **Signature Authority:** In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

-Continued-

**-Continued-**

## **GENERAL CONDITIONS**

**The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.**

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **Equal Opportunity:** By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.
- 10) **Bid Bonds:** If a bid bond is required, a bid bond must be submitted for each separate bid response.

**FOR THIS BID SOLICITATION:**

**BID BOND REQUIRED:** \_\_\_\_\_ Yes        x   No

**PERFORMRANCE AND PAYMENT BOND REQUIRED:** \_\_\_\_\_ YES      x   NO

**PURCHASE WILL BE EXECUTED WITH:**

<u>    <b>x</b>    </u>	<b>Purchase Order Only</b>
<u>          </u>	<b>Purchase Order and Formal Two Party Contract</b>

**A Member of the University of Louisiana System**

**Rvsd. 3/05**

\*\*\*\*\*  
**NOTICE TO BIDDERS: ITEMS PURCHASED THAT ARE PRODUCED,  
MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA  
ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.**  
\*\*\*\*\*

**SPECIAL CONDITIONS**

**BID NUMBER: SB01414**

**BID OPENING: June 07, 2006**

In accordance with the Louisiana Revised Status 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

**DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_**

**SPECIFY ITEM NUMBER(S) \_\_\_\_\_**

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:  
\_\_\_\_\_

***FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.***

***Bidder shall provide with bid detailed information as to how the item qualifies for this preference.***

***This preference may be allowed if all of the following conditions are met:***

- 1) The cost of such item(s) does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than 10%***
- 2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.***
- 3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.***

**CONDITIONS OF PURCHASE**

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

**SPECIFICATIONS**  
**Nicholls State University**  
**Thibodaux, LA**  
**McQuay Chiller Service Contract**

Page 1 of 2

**I. SCOPE:**

To Provide a trained mechanic who has completed McQuay's Centrifugal Compressor repair course, with documentation of course completion , all tools and equipment to service identified McQuay centrifugal chillers located on campus.

Service to include an annual chiller stop inspection in which the applicable items on the attached check lists are to be completed and a form completed for each chiller. The stop inspections are to be started after December 1 and completed by February 28. Stop Inspection to include at the cost of the contractor a refrigeration oil analysis and refrigeration oil and filter will be changed only if required by the analysis.

The University shall supply all oil and necessary parts. The University Maintenance Department shall furnish all necessary help to work with this mechanic. Attached are the list of centrifugal chillers to be serviced.

**II. OTHER:**

The initial work period shall be for a period of one year, beginning July 1, 2006 and ending June 30, 2007. At the option of the University and with the acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price and terms.

The total amount of work, at this time, is not expected to exceed \$8,000.00/year. This is not to be construed as a guarantee.

The successful contractor shall provide the University with a certificate of insurance and hold harmless agreement as stated on attached insurance requirements.

Service must be satisfactory; otherwise, contract will be canceled upon written notice from the University thirty (30) days before discontinuance of service.

The Legislative Auditor of the State of Louisiana shall have the right to audit all accounts of contractor which relate to this contract.

The University reserves the right to reject any and all bids and to waive any informalities.

**SPECIFICATIONS**  
**Nicholls State University**  
**Thibodaux, LA**  
**McQuay Chiller Service Contract**

Page 2 of 2

**III. List of Buildings and Chiller Serial Numbers and Model Numbers:**

**ELLENDER HALL**

Westinghouse	Serial Number CA1347
(McQuay)	Model Number PEO63JAR20RFA3JA2X

**ELLENDER LIBRARY**

Snyder General	#1 Serial Number 5ZD81012-01
(McQuay)	Model Number PHH063

**GOUAUX HALL**

Westinghouse	#1 Serial Number BZ9012
(McQuay)	Model Number PEO48JAE13SBA13A2S
	#2 Serial Number PH2065
	Model Number PHO48JAE13SCA1C02CA3C

**STUDENT UNION**

McQuay	Serial Number 56K8150501
	Model Number PF5180B512
	2-Compressors
	1) Mod# SWL155BA10DA
	2) Nod# SWL155BA13DA

**BID FORM**  
**Nicholls State University**  
Thibodaux, LA  
McQuay Chiller Service Contract

Page 1 of 1

THE UNIVERSITY IS REQUESTING AN HOURLY RATE FOR A TRAINED MECHANIC TO PERFORM THE SERVICES ON MCQUAY CHILLERS AS PER ATTACHED SPECIFICATIONS. THIS MECHANIC SHOULD BE FAMILIAR WITH ALL TYPES OF UNITS. MECHANIC SHALL HAVE COMPLETED MCQUAY SERVICE TRAINING CENTRIFUGAL COMPRESSOR REPAIR COURSE. DOCUMENTATION SHALL BE PROVIDED WITH BID RESPONSE. PARTS AND OIL SHALL BE FURNISHED BY THE UNIVERSITY WITH UNIVERSITY PERSONNEL HELPING THE MECHANIC.

HOURLY RATE PER HOUR FOR MECHANIC-----\$\_\_\_\_\_

TRAVEL TIME CHARGED TO UNIVERSITY-----\$\_\_\_\_\_

NOTE: Award of bid shall be based on hourly rate. In the event of a tie, travel time will then become the determining factor.

RECEIPT OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED

NO.\_\_\_\_\_, NO.\_\_\_\_\_, NO.\_\_\_\_\_, NO.\_\_\_\_\_, NO.\_\_\_\_\_, NO.\_\_\_\_\_

BID SUBMITTED BY: \_\_\_\_\_  
(please print or type name)

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE No. \_\_\_\_\_

FAX No. \_\_\_\_\_



## CENTRIFUGAL CHILLERS CHECKLIST

BUILDINGS \_\_\_\_\_ DATE \_\_\_\_\_

MODEL NO. \_\_\_\_\_ S/N \_\_\_\_\_

- ( ) Check main starter and control panel.
- ( ) Leak Check.
- ( ) Inspect condenser tubes for fouling, clean as necessary.
- ( ) Meg compressor motor. L1 \_\_\_\_\_; L2 \_\_\_\_\_; L3 \_\_\_\_\_.
- ( ) Meg Oil pump motor. L1 \_\_\_\_\_; L2 \_\_\_\_\_; L3 \_\_\_\_\_.
- ( ) Analyze oil, change oil and filters if required.
- ( ) Check Operation of purge unit.
- ( ) Change oil in purge pump and oil separator.
- ( ) Clean purge drum and oil separator.
- ( ) Lubricate purge motor and check belt.
- ( ) Lubricate inlet valve linkage.
- ( ) Check oil pump heater operation.
- ( ) Check refrigerant and oil levels.
- ( ) Check purge oil heater.
- ( ) Check and test all operating and safety controls.
- ( ) Check auxiliary equipment operation.
- ( ) Check capacity control operation.
- ( ) Check dash pots.
- ( ) Verify chill water supply temperature 45 F.
- ( ) Check flow switch.
- ( ) Check differential pressure switch.
- ( ) Start unit and check operation conditions.
- ( ) Low pressure. \_\_\_\_\_
- ( ) High pressure. \_\_\_\_\_
- ( ) Oil Pressure. \_\_\_\_\_
- ( ) Purge drum pressure. \_\_\_\_\_

TECHNICIAN: \_\_\_\_\_

**CENTRIFUGAL CHILLERS (continued)**

BUILDINGS \_\_\_\_\_ DATE \_\_\_\_\_

MODEL NO. \_\_\_\_\_ S/N \_\_\_\_\_

( ) Voltage. L1 \_\_\_\_\_; L2 \_\_\_\_\_; L3 \_\_\_\_\_.

( ) AMPS. L1 \_\_\_\_\_; L2 \_\_\_\_\_; L3 \_\_\_\_\_.

( ) Chill water pump pressure/temp. In \_\_\_\_\_ Out \_\_\_\_\_

( ) Condenser pump pressure/temp. In \_\_\_\_\_ Out \_\_\_\_\_

( ) Check tower operations.

( ) Comments:

TECHNICIAN: \_\_\_\_\_

# **STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS**

## **\*\*CHAPTER 7\*\***

### **INSURANCE AND INDEMNIFICATION**

Before commencing work, the other party (vendor/contractor and/or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A:VI or better and shall provide evidence of such insurance to the Agency, as may be required by the contracting agency. The policies or certificates thereof, shall provide the thirty days prior to cancellation notices of same shall be given to the Agency by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

- A. Worker's Compensation - Statutory - in compliance with the Compensation law of the State.  
Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned above is waived for workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:
  - 1. Premises - Operations
  - 2. Broad Form Contractual Liability
  - 3. Products and Completed Operations
  - 4. Use of Contractors and Subcontractors
  - 5. Personal Injury
  - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
  - 1. Owned automobiles
  - 2. Hired automobiles
  - 3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, the automobile coverage is not required.

Location of operation shall be "All Locations".

- D. Other Party's Professional Liability. The other party shall provide proof of such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specifications.
- E. Builders Risk Coverage: (See information on following pages)
- F. If at any time any of the policies shall become unsatisfactory to the Agency as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Agency, the other party shall obtain a new policy, submit the same to the Agency for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the Agency may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance be construed to conflict with the obligations of the other party concerning indemnification.

G. All policies and certificates of insurance of the other party shall reflect the following:

1. The other party's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
2. The Agency shall be named as an "additional insured" as regards negligence by the contractor. (ISO form CG 20 1011 85).
3. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

H. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, have and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc) is groundless, false or fraudulent.

- I. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.
- J. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.
- K. All property losses shall be made payable to and adjusted with the Agency.
- L. Neither the acceptance of the completed work nor payment therefor shall release the Contractor/ Subcontractor from his obligations from the insurance requirements or indemnification agreement.
- M. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.
- N. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

## **\*\*EXHIBIT A\*\***

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contactor's bid.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.
4. Builders Risk Coverage.

#### **B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
4. Builder's Risk Coverage :

A General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto (with the exception of the following sub-limit for flood.) The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of flood, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. On projects South of this corridor, flood coverage shall be required on the first and second floors and below. Coverage for roofing projects shall not require flood coverage. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

### ***C. DEDUCTIBLES AND SELF-INSURED RETENTIONS***

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***D. OTHER INSURANCE PROVISIONS***

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
  - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.
- 2. **Worker's Compensation and Employers Liability Coverage**  
The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
- 3. **All Coverages**  
  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

***E. ACCEPTABILITY OF INSURERS***

Insurance is to be placed with insurers with a Best's rating of not less than A:VI. This rating requirement will be waived for workers' compensation coverage only.

***F. VERIFICATION OF COVERAGE***

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

**\*\*EXHIBIT D\*\***

**INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ agrees to protect, defend, indemnify, save,  
*Contractor/Subcontractor/Lessee/Supplier*

and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grown out of any act of commission of \_\_\_\_\_,  
*Contractor/Subcontractor/Lessee/Supplier*

its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by  
\_\_\_\_\_ as a result of any claim,  
*Contractor/Subcontractor/Lessee/Supplier*

demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

\_\_\_\_\_ agrees to investigate, handle, respond to,  
*Contractor/Subcontractor/Lessee/Supplier*

provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract Number \_\_\_\_\_ for NICHOLLS STATE UNVIERSITY (#4820)  
State Agency Number and Name

PURPOSE OF CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_